

**ALLEN COUNTY SUPERIOR COURT
COMMERCIAL COURT
STATE OF INDIANA**

CCT ENTERPRISES, LLC,)	
)	
Plaintiff,)	
v.)	Cause No.
)	
TRAILBLAZER FIREARMS, LLC,)	
)	
Defendant.)	

COMPLAINT FOR DAMAGES

Plaintiff CCT Enterprises, LLC ("CCT"), by counsel, for its Complaint for Damages ("Complaint") against Defendant Trailblazer Firearms, LLC ("Trailblazer"), states as follows:

1. CCT is a limited liability company organized under the laws of the State of Indiana.
2. CCT's does business is in Allen County, Indiana.
3. CCT is in the business of, among other things, manufacturing component parts used in firearms.
4. Trailblazer is a corporation organized under the laws of the State of North Carolina.
5. Trailblazer is in the business of, among other things, assembling and selling firearms.
6. Trailblazer reached out to CCT on numerous occasions to place orders for component parts.
7. Trailblazer then issued several purchase orders to CCT between February 2022 and May of 2022.

8. Pursuant to Indiana Trial Rule 4.4, and as a result of Trailblazer doing business with CCT in the State of Indiana, this Court has personal jurisdiction over the parties and subject matter jurisdiction over this case.

9. Venue is proper in this Court.

FACTS COMMON TO ALL COUNTS

10. On several occasions between February 2022 and May 2022, a representative of Trailblazer contacted CCT and requested a quote to sell Trailblazer certain component parts to be used in a particular type of firearm that Trailblazer assembled and sold.

11. In response to Trailblazer's requests, CCT provided Trailblazer with quotes for various component parts.

12. Trailblazer then placed several orders to purchase component parts from CCT.

13. An example of one of CCT's quotes and Trailblazer's corresponding purchase order is attached hereto as Exhibit A.

14. CCT manufactured the component parts and delivered them to Trailblazer.

15. CCT then issued invoices to Trailblazer for the component parts.

16. CCT's final invoice to Trailblazer was in the amount of \$120,431.96.

17. A true and accurate copy of CCT's last invoice to Trailblazer is attached hereto as Exhibit B.

18. Trailblazer made several partial payments to CCT, with the last one being made on April 17, 2023.

19. However, Trailblazer's payments have not covered the entire amount due and owing to CCT.

20. The terms of payment of CCT's invoices are net 30 days.

21. Currently, Trailblazer's outstanding principal balance is \$71,709.85.

22. The unpaid balance accrues interest at the rate of 3% per month.

23. CCT's customer ledger for Trailblazer is attached hereto as Exhibit C.

24. Pursuant to the terms and conditions in CCT's quotes and invoices, CCT is permitted to recover its attorneys' fees incurred in this action.

COUNT I – BREACH OF CONTRACT

25. CCT incorporates paragraphs 1 through 24 of its Complaint as if fully set forth herein.

26. Trailblazer entered into valid and enforceable contracts with CCT as evidenced by the quotes, purchase orders, invoices, and payments made by Trailblazer.

27. Trailblazer breached its contracts with CCT by failing to pay the full amounts owed to CCT.

28. CCT is entitled to payment for the costs and expenses it has incurred in manufacturing the firearm component parts.

29. CCT has suffered damages as a result of Trailblazer's breach and refusal to pay for the firearm component parts it ordered.

30. CCT's damages include, but are not limited to, the outstanding principal balance of \$71,709.85, plus interest and attorneys' fees.

Wherefore, CCT, by counsel, respectfully requests that the Court enter judgment in its favor and against Trailblazer for all of its damages, plus interest, attorneys' fees and the costs of this action, and for all other just and proper relief.

COUNT II – UNJUST ENRICHMENT
(In the alternative)

31. CCT incorporates paragraphs 1 through 32 of its Complaint as if fully set forth herein.

32. Trailblazer ordered components parts from CCT.

33. Based on Trailblazer's request, CCT manufactured and delivered component parts to Trailblazer.

34. Trailblazer has failed to pay for the component parts.

35. It would be unjust to permit Trailblazer to retain the benefit of the component party it received without paying for them.

Wherefore, CCT, by counsel, respectfully requests that the Court enter judgment in its favor and against Trailblazer for the amount that Trailblazer has been unjustly enriched by its receipt and retention of the firearm components provided to it by CCT, and for all other just and proper relief.

Respectfully submitted,

BONAHOOM & BOBILYA, LLC

By: /s/ Daniel D. Bobilya
Daniel D. Bobilya, #22901-49
Conor S. Slocum, #30132-02
927 South Harrison St., Suite 200
Fort Wayne, IN 46802
Ph: (260) 420-4055
dan@b-blegal.com
conor@b-blegal.com

Attorneys for CCT Enterprises, LLC